

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

UNITED STATES OF AMERICA

Plaintiff

Vs.

KENDELL LANG, et al.

Defendants

FUSION PROPERTIES MANAGEMENT
GROUP, INC., d/b/a FUSION FARMS

Garnishee

Case No. 3:21-MC-00074-FAB

ANSWER TO THE WRIT OF CONTINUING GARNISHMENT

TO THE HONORABLE COURT:

COMES NOW, Garnishee, **FUSION PROPERTIES MANAGEMENT GROUP, INC. (“FUSION PROPERTIES” or “THE GARNISHEE”)**, through the undersigned counsel and respectfully states and prays:

I. INTRODUCTION

1. On March 26th, 2021 the Garnishee was served with a Writ of Continuing Garnishment issued by the Court on March 17th, 2021. According to the Writ of Garnishment, within ten (10) days, Garnishee should have answered in writing whether or not it has in its custody, control or possession, any property owned by Mr. Kendell Lang, including non-disposable earnings; and whether it anticipates paying Mr. Kendell

Lang any future payments and whether the payments are weekly, biweekly, monthly, or otherwise periodic in nature. See, **Docket 4**.

2. On April 5th, 2021 Fusion Properties requested a brief extension of time, until April 15th, 2021 to file its answer to the Writ of Continuing Garnishment. See, **Docket 6**. Its request was granted by the Court by Order entered on the same date. See, **Docket 7**. Hence, in compliance with the terms of the Writ of Continuing Garnishment and the Order entered on April 15th, below is Garnishee's Answer to the Writ of Continuing Garnishment.

II. ANSWER TO THE WRIT OF CONTINUING GARNISHMENT

3. Fusion Properties has no property owned by Mr. Kendell Lang in its custody, control, or possession.

4. Fusion Properties has executed a contingent contract with Mr. Kendell Lang. Pursuant to this contract, if Mr. Lang raises five million dollars (\$5MM) in capital investment to fund the operations of the company, Fusion Properties would pay him a salary of three thousand dollars (\$3,000.00) per month. In addition, Fusion Properties would give him stock options equivalent to ten percent (10%) of the outstanding and issued shares of the company at the time of the investor closing. To date, the condition of this contract has not been fulfilled.

5. Fusion Properties could potentially pay all shareholders a dividend only if and when any profits are made, provided that the Board of Directors authorizes to declare and distribute dividends. However, there is no certainty that Fusion Properties will be profitable in the short term.

**STATEMENT UNDER PENALTY OF PERJURY
UNDER 28 U.S.C. § 1746**

I declare under penalty of perjury that the foregoing Answer to the Writ of Continuing Garnishment is true and correct according to the documents available at the time it was prepared, according to the information provided to me, and according to my best knowledge and belief.

A handwritten signature in cursive script, reading "Lisa Jander", is positioned above a horizontal line.

Lisa Jander
Secretary of the Board
Fusion Properties Management Group, Inc.

RESPECTFULLY SUBMITTED.

We hereby certify that, on this same date, we electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

In San Juan, Puerto Rico, this 15th day of April 2021

s/CRISTINA B. MARTÍNEZ GUZMÁN
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